

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

IN RE:)	CHAPTER 13
)	
STEVE WAYNE TYREE)	
CARRIE GRECO TYREE,)	CASE NO. 17-70480-SCS
DEBTORS.)	
<hr style="border-top: 1px dashed black;"/>		
U.S. BANK TRUST NATIONAL)	
ASSOCIATION, AS TRUSTEE OF THE)	
BUNGALOW SERIES F TRUST)	
MOVANT,)	
)	
V.)	
)	
STEVE WAYNE TYREE)	
CARRIE GRECO TYREE)	
1209 Glenside Drive)	
Virginia Beach, VA 23464)	
(Debtors))	
)	
)	
MICHAEL P. COTTER,)	
TRUSTEE)	
870 Greenbrier Circle, Suite 402)	
Chesapeake, VA 23320)	
RESPONDENTS.)	
)	

CONSENT ORDER MODIFYING AUTOMATIC STAY

This matter is before the court on May 23, 2019, on the motion of U.S. Bank Trust National Association, as Trustee of the Bungalow Series F Trust ("Movant") for relief from the automatic stay with respect to the real property located at 1209 Glenside Drive, Virginia Beach, VA 23464 ("Property"), and is more particularly described as follows:

Angela Watson (VA Bar No. 72029)
McMichael Taylor Gray, LLC
3550 Engineering Dr. Suite
260 Peachtree Corners GA
30092
404 474 1749 awatson@mtglaw.com

PROPERTY ADDRESS: 1209 Glenside Drive, Virginia Beach, VA 23465
TAX ID NUMBER: 1475-29-4577-0000

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 16, Section C-3, as shown on that certain plat entitled "Map of Bellamy Manor, Property of T.M. Bellamy, Incorporated, in Princess Anne County, Virginia", which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 41, at Page 92.

Being the same property conveyed to Steven W. Tyree and Carrie G. Tyree, husband and wife, as tenants by the entirety with the right of survivorship as at common law by Deed from Donald V. Holcomb and Patti Jo Holcomb dated March 8, 2005 in Instrument No. 200503280045156 in the Clerk's Office of the Circuit Court of Virginia Beach City, Virginia.

Upon consideration of which it is

ORDERED:

1. The debtors will resume making regular monthly installment payments in the amount of \$1,887.91, as they become due commencing on June 1, 2019.
2. In the event that any payment required by this order is not received by the movant on the day it is due, the movant may mail a notice of default to the debtors by first class mail, postage prepaid, (and, if it desires, also by certified or registered mail) with a copy to debtors' counsel and the trustee by first class mail, postage prepaid, or by email at the same time as the notice of default is mailed to the debtors. The notice of default will state in simple and plain language:
 - 2.a. That the debtors are in default in making at least one required under this order:
 - 2.b. The dates and amount of each payment missed and any late charge or other fees necessary to cure the default;

- 2.c. The action necessary to cure the default, including any address to which payment must be mailed;
- 2.d. That the debtors or trustee must take one of the following actions within fourteen days after the date of the mailing of the notice of default:
 - 2.d.i. Cure the default
 - 2.d.ii. File an objection with the court stating that no default exists; or
 - 2.d.iii. File an objection with the court stating any other reason why an order granting relief from the automatic stay should not be entered.
- 2.e. That if the debtors or trustee does not take one of the actions set forth in paragraph 3(d), the movant may file a certificate that it has complied with the terms of this order and that the court may grant relief from the automatic stay without further notice to the debtor; and
- 2.f. That if the automatic stay is terminated, the collateral may be sold at foreclosure.

If the debtors or trustee does not take one of the actions set forth in paragraph 3(d), the movant may submit a certificate stating that it has complied with the terms of the order and that neither the debtors nor the trustee has taken one of the actions set forth in paragraph 3(d) and may submit together with the certificate a draft order terminating the automatic stay.

If the debtors or trustee files an objection, the movant must set the matter for hearing and give notice of the hearing to the debtors, debtors' counsel and the trustee. At the hearing, the court may terminate the stay or take other action appropriate to the circumstances.

3. Until an order is entered terminating the automatic stay, the movant may not refuse to accept or apply payments tendered by the debtors, even if such payments are late or in an improper amount; however, acceptance of non-conforming payments is without prejudice and shall not constitute a waiver of any default.

4. The automatic stay is modified to permit the noteholder or servicing agent to send the debtors payment coupons, payment statements, or invoices, notices of late payment changes, notices of servicing transfers, or any other notices, other than a notice of acceleration or demand for payment of the entire balance, normally sent to customers in the ordinary course of business.

5. Should the debtors default pursuant to the terms contained herein, unless otherwise ordered by this court, the movant shall be entitled to reasonable attorney's fees in the amount of \$50 for issuance of a notice of default, and an additional \$100 for issuance of a certificate of default and preparation of an order terminating the automatic stay.

6. The provisions of this order with respect to regular monthly installment payments expire one (1) year after the date of the entry of this order. In the event of the default in payment of any regular monthly installment payment due more than one year after the date of the entry of this order, the movant must obtain relief by filing a new motion for relief from stay with appropriate notice and hearing.

DONE at Norfolk, Virginia, this day

Jun 6 2019

/s/ Stephen C. St.John

United States Bankruptcy Judge

I ASK FOR THIS:

Entered on Docket: June 6, 2019

/s/ Angela N. Watson
Angela N. Watson, (VSB #72029)
McMichael Taylor Gray, LLC
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
(404)474 7149 (telephone)
awatson@mtglaw.com
Attorney for Movant

SEEN AND AGREED:

/s/ Barry W. Spear *Signed with Permission
Christopher M. Baker
Matthew R. Hahne
Barry W. Spear
Boleman Law Firm, P.C.
Convergence Center III
272 Bendix Road
Suite 330
Virginia Beach, VA 23452
Attorneys for Debtor

SEEN AND AGREED:

/s/ Michael P. Cotter *Signed with Permission
Michael P. Cotter
870 Greenbrier Circle
Suite 402
Chesapeake, VA 23320
Chapter 13 Trustee

CERTIFICATION

The undersigned certifies, that the foregoing Consent Order Modifying Automatic Stay is identical to the form order required by Administrative Order 10 2 and that no modification, addition, or deletion has been made.

IsI Angela N. Watson
Attorney for Movant

CERTIFICATION

The undersigned certifies, pursuant to Rule 9022 1(e) that all necessary parties have endorsed the foregoing Order and that the Order is ready for entry.

IsI Angela N. Watson
Attorney for Movant

Will the clerk please send copies of this Order in electronic format to all parties who are listed on the ECF system and to:

Steve Wayne Tyree
Carrie Greco Tyree
1209 Glenside Drive
Virginia Beach, VA 23464

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was provided via Regular U.S. Mail and/or Electronic Mail to the parties listed on the attached service list, this 30th day of May, 2019.

SERVICE LIST

VIA U.S. MAIL

Steve Wayne Tyree
Carrie Greco Tyree
1209 Glenside Drive
Virginia Beach, VA 23464

VIA ELECTRONIC SERVICE

Christopher M. Baker
Matthew R. Hahne
Barry W. Spear
Boleman Law Firm, P.C.
Convergence Center III
272 Bendix Road
Suite 330
Virginia Beach, VA 23452

Michael P. Cotter
Chapter 13 Trustee
870 Greenbrier Circle
Suite 402
Chesapeake, VA 23320

McMichael Taylor Gray, LLC

/s/ Angela N Watson

Angela N. Watson
Attorney for Movant
Virginia Bar No. 72029
3550 Engineering Dr.
Suite 260
Peachtree Corners, GA. 30092
404-474-7149
awatson@mtglaw.com